

REMARKS

The present claims relate to an interlayer for a laminated glass.

As an initial matter, Applicant would like to express appreciation to the Examiner for the time that the Examiner took to conduct the telephonic Interviews of August 29 and September 19, 2006.

Claim Rejections

In the Office Action of July 6, 2006, claim 7 was rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by Corson. Claims 9 and 37-39 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Corson.

Amendment Summary

Pursuant to the entry of this Amendment, claims 7, 9, and 37-39 are all the claims pending in the application.

Claim 7 is amended to clarify that the interlayer is capable of contact bonding to a glass sheet. Support for this amendment is found, e.g., at page 1, line 28 to page 2, line 3 and in the Examples (see pages 33-39) of the specification.

Applicant respectfully submits that no new matter is added by this Amendment and respectfully submits that entry of this Amendment is proper.

Response to Claim Rejections

Applicant respectfully requests reconsideration and withdrawal of these rejections.

Both rejections are based upon the teachings of Corson. However, Applicant respectfully submits that Corson neither anticipates nor renders obvious the currently claimed invention.

Rejection Under § 102

Applicant respectfully submits that Corson does not anticipate the presently claimed invention because Corson discloses and claims a rubber floor mat, rather than an interlayer for laminated glass, and because Corson does not disclose that its rubber floor mat could be or should be capable of contact bonding to a glass sheet.

The present claims relate to an interlayer for laminated glass that comprises a thermoplastic resin sheet having concave and convex embossments on both sides thereof. The concave portions on at least one side have a trough-like geometry with a continual bottom. Further, the convex portion on the same side has a plateau-forming top surface. Fine concave and convex portions are provided on the plateau-forming top surface of the convex portion. In addition, the interlayer is capable of contact bonding to a glass sheet.

On the other hand, Corson discloses and claims a rubber floor mat. The invention in Corson is concerned with providing “soft cushioning resiliency within the mat” upon application of “foot pressure” (column 1, lines 4-6). Not surprisingly, therefore, there is no teaching within Corson that its mat could be or should be an interlayer for laminated glass.

In addition, amended claim 7 herein requires that the present inventive interlayer be capable of contact bonding to a glass sheet. By this amendment, Applicant is reciting an additional property of the claimed interlayer for laminated glass. As an additional required property, Applicant respectfully submits that this element must be considered when evaluating the prior art, as per MPEP § 2131, which states that in order to anticipate a claim, a reference must include each and every element of that claim. Accordingly, Applicant respectfully submits that Corson does not anticipate amended claim 7 because nowhere in Corson is the newly added element of claim 7 mentioned or even suggested, which is not surprising since Corson discloses and claims a floor mat.

Based on the Interview on September 19, 2006, it was Applicant’s understanding that the amendment of claim 7 to include the capability of contact bonding to a glass sheet might be considered by the Examiner to be merely functional language that does not further define the claim. Applicant respectfully disagrees with such a position. However, even if the Examiner considers the amended language to be merely functional, MPEP § 2173.05(g) notes that

functional limitations “must be evaluated and considered.” In this instance, Applicant respectfully submits that the limitation that the interlayer for laminated glass be capable of contact bonding to a glass sheet further limits the claimed invention, and therefore must be evaluated and considered. Therefore, because it is a required element of the amended claims, Applicant respectfully submits that this required element must be evaluated and considered in any future Office Action.

In view of the above, Applicant respectfully submits that Corson does not anticipate claim 7, and Applicant respectfully requests reconsideration and withdrawal of the § 102 rejection of claim 7 over Corson.

Rejection Under § 103

Applicant respectfully submits that Corson does not render the presently claimed invention obvious because (1) there is no contemplation anywhere within Corson that the floor mat disclosed therein could be or should be used as an interlayer for laminated glass; and (2) because there is no motivation to alter the floor mat in Corson to allow it to be capable of contact bonding to a glass sheet.

First, Applicant respectfully submits that there is no contemplation within Corson whatsoever that the floor mat disclosed therein could be or should be used as an interlayer for a laminated glass. Corson is concerned with a floor mat upon which people will walk. This alone

differentiates Corson from the present invention, which claims an interlayer for laminated glass. Additionally, there is no teaching or disclosure within Corson that would lead one to use the floor mat therein as an interlayer for a laminated glass. Specifically, because Corson is concerned with providing for a soft cushioning resiliency upon application of foot pressure, as noted above, there is no indication anywhere within Corson of the adhesive properties that are necessarily present Applicant's claimed invention. Where Corson is concerned with providing soft cushioning, Applicant's claimed interlayer for a laminated glass is concerned with providing good adhesion to the layers of laminated glass to prevent scattering of shattered glass. Therefore, Applicant respectfully submits that Corson does not render the presently claimed invention obvious because it was never contemplated that the floor mat in Corson could be or should be used as an interlayer for a laminated glass.

Similarly, Applicant respectfully submits that there is no motivation in the prior art to alter the floor mat in Corson to provide it with the capability of **contact bonding to a glass sheet**, which is required in the amended claims. As mentioned above, Corson is concerned with providing for a soft cushioning resiliency upon application of foot pressure. However, such resiliency would not be a concern in the case of an interlayer for a laminated glass, where adhesive properties are of concern. Therefore, other than hindsight, why would a person of ordinary skill in the art be motivated by Corson to divine the presently claimed invention? In addition, it is unclear to Applicant what motivation would be sufficient to lead a person of ordinary skill in the art to even attempt to contact bond a floor mat to glass sheets. Therefore,

Applicant respectfully submits that there is no motivation to alter the floor mat in Corson to provide it with the capability of contact bonding to a glass sheet, as is required in the amended claims.

In addition to the above reasons that the present invention is not obvious over Corson, Applicant also respectfully submits that (1) there is insufficient motivation for producing a floor mat with the presently claimed roughness (claims 9, 37, and 38); and that (2) it would not have been obvious to one of ordinary skill in the art to alter Corson to arrive at the specific preferred embodiment interlayer characteristics specified in claim 39.

With regard to the presently claimed roughness, Applicant respectfully disagrees with the Office Action's characterization that there is motivation sufficient to provide one of ordinary skill in the art with the desire to alter the roughness of the floor mat in Corson to arrive at the claimed roughness of the interlayer for laminated glass. The Office Action states that one would form the roughness of the floor mat according to a particular application. However, Applicant respectfully submits that the Office Action has not stated why it would be obvious to alter the roughness of the floor mat in Corson such that it had a roughness advantageous for use as an interlayer for a laminated glass. Therefore, Applicant respectfully submits that there is insufficient motivation for producing an interlayer for a laminated glass with the presently claimed roughness.

With regard to claim 39, the Applicant respectfully disagrees with the Office Action's characterization of Corson as it relates to claim 39. The Office Action states that the claimed plateau would have involved a mere change in shape and/or size of the embossments, and that such changes are generally within ordinary skill of the art. However, Applicant respectfully submits that it would not be within ordinary skill of the art of Corson (floor mats) to alter the shape and/or size of the embossments in Corson to correspond to the presently claimed embossments, which are present in an interlayer for laminated glass (an area of art quite different from the area art of Corson). Therefore, Applicant respectfully submits that claim 39 is also not rendered obvious by Corson.

In view of the above, Applicant respectfully submits that the present claims are neither taught, suggested, nor motivated by Corson, and therefore are not rendered obvious by Corson. Accordingly, Applicant respectfully requests reconsideration and withdrawal of the § 103 rejection over Corson.

Conclusion

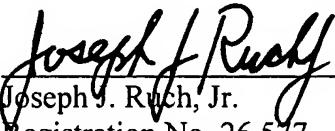
In view of the above, reconsideration and allowance of remaining claims 7, 9, and 37-39 of this application are now believed to be in order, and such actions are hereby earnestly solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

AMENDMENT UNDER 37 C.F.R. § 1.111
Application No. 10/786,367

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The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,


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